

**STATE OF SOUTH DAKOTA
DEPARTMENT OF EDUCATION
800 GOVERNORS DRIVE
PIERRE SD 57501**

CYCLE MENUS FOR SCHOOLS CANS 2008

PROPOSALS MUST BE RECEIVED NO LATER THAN MAY 22, 2008; 5:00PM CST.

RFP #: 2008CYMN

**BUYER: Amy Richards,
CANS/OESS/DOE**

PHONE: (605) 773-4718

READ CAREFULLY

FIRM NAME: _____ AUTHORIZED SIGNATURE: _____

ADDRESS: _____ TYPE OR PRINT NAME: _____

CITY/STATE: _____ TELEPHONE NO: _____

ZIP (9 DIGIT): _____ FAX NO: _____

FEDERAL TAX ID#: _____ E-MAIL: _____

VENDOR PRIMARY CONTACT INFORMATION

CONTACT NAME: _____ TELEPHONE NO: _____

FAX NO: _____ E-MAIL: _____

1.0 GENERAL INFORMATION

1.1 PURPOSE OF REQUEST FOR PROPOSAL (RFP)

We are looking for a consultant to develop 2 months of cycle menus for PreK-12th grade school breakfast, lunch, and afternoon snack for traditional and enhanced menu patterns that meet US Department of Agriculture (USDA) requirements, the HealthierUS School Challenge and the 2005 Dietary Guidelines for Americans. There are no USDA standards in place for snack after school. Existing cycle menus and recipes from USDA, SNA and South Dakota schools may be utilized in the development process. The consultant will work with schools to line up testing of the cycle menus for student acceptance and adapt the menus as needed to meet student preferences while meeting the Dietary Guidelines, nutrient standards, menu patterns, and HealthierUS School Challenge. The menus will include nutrient information including serving sizes, calories, total fat, saturated fat, trans fat, carbohydrates, fiber, and sodium. Separate analyses will be completed for breakfast, lunch, and snack. At least 2 entrée choices should be offered for each lunch meal as well as the option of a salad bar.

The goal of the project is to have the menus written in time to test them in January 2009 in schools and make adjustments and then test them again in schools in March 2009 with final revisions being completed by May 2009. The consultant will be paid upon satisfactory completion of the project.

1.2 BUDGET

The approved budget for this project is \$10,000.00. Vendors are strongly encouraged to submit a proposal that is equal to or less than the approved budget. However, the State of South Dakota reserves the right to accept proposals that are higher than the approved budget if it is in the State's best interest.

1.3 ISSUING OFFICE AND RFP REFERENCE NUMBER

The State of South Dakota, Department of Education, Office of Education, Services, and Support, Child and Adult Nutrition Services is the issuing office for this document and all subsequent addenda relating to it. The reference number for the transaction is **RFP # 2008CYMN**. This number must be referred to on all proposals, correspondence, and documentation relating to the RFP.

1.4 LETTER OF INTENT

All interested vendors must email a **Letter of Intent** to respond to this RFP. The letter of intent must be emailed to Amy Richards at amy.richards@state.sd.us no later than April 22, 2008 (5:00PM CST). Please place the following in the subject line of your email: "**Letter of Intent for RFP 2008CYMN**".

1.5 SCHEDULE OF ACTIVITIES (SUBJECT TO CHANGE)

RFP Publication	March 7, 2008
Letter of Intent to Respond Due	April 22, 2008 (5:00PM CST)
Deadline for Submission of Written Inquiries	May 8, 2008 (5:00PM CST)
Responses to Vendor Questions	May 15, 2008 (5:00PM CST)
Proposal Submission	May 22, 2008 (5:00PM CST)
Oral Presentations/discussions (if required)	To Be Determined (TBD)
Proposal Revisions (if required)	TBD
Anticipated Award Decision/Contract Negotiation	July 14, 2008

1.6 SUBMITTING YOUR PROPOSAL

All proposals must be completed and received in the South Dakota Department of Education, Child and Adult Nutrition Services office by the date and time indicated in the Schedule of Activities. Proposals received after the deadline will be late and ineligible for consideration.

An **original and 2 identical copies** of the proposal shall be submitted.

When mailing the proposal, address the envelope as follows :

**AMY RICHARDS
CANS/DOE
800 GOVERNORS DRIVE
PIERRE SD 57501**

Off to the left of the address in the blank area of the envelope, put the following :

REQUEST FOR PROPOSAL #2008CYMN

1.7 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS

By signing and submitting this proposal, the vendor certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation, by any Federal department or agency, from transactions involving the use of Federal funds. Where the vendor is unable to certify to any of the statements in this certification, the bidder shall attach an explanation to their offer.

1.8 NON-DISCRIMINATION STATEMENT

The State of South Dakota requires that all contractors, vendors, and suppliers doing business with any State agency, department, or institution, provide a statement of non-discrimination. By signing and submitting their proposal, the vendor certifies they do not discriminate in their employment practices with regard to race, color, creed, religion, age, sex, ancestry, national origin or disability.

1.9 MODIFICATION OR WITHDRAWAL OF PROPOSALS

Proposals may be modified or withdrawn by the vendor prior to the established due date and time. No oral, telephonic, telegraphic or facsimile responses or modifications to informal, formal bids, or Request for Proposals will be considered.

1.10 VENDOR INQUIRIES

Vendors may email inquiries concerning this RFP to obtain clarification of requirements. No inquiries will be accepted after the date and time indicated in the Schedule of Activities. Vendors must email inquiries Amy Richards at amy.richards@state.sd.us with the subject line "**RFP #2008CYMN**".

The State of South Dakota will respond to vendor's inquiries (if required) via e-mail. All vendors that have inquired or sent a Letter of Intent will be emailed the State's response. Vendors may not rely on any other statements, either of a written or oral nature, that alter any specification or other term or condition of this RFP. Vendors will be notified in the same manner as indicated above regarding any modifications to this RFP.

1.11 PROPRIETARY INFORMATION

The proposal of the successful vendor(s) becomes public information. Proprietary information can be protected under limited circumstances such as client lists and non-public financial statements. Pricing and service elements are not considered proprietary. An entire proposal may not be marked as proprietary. Vendors must clearly identify in the Executive Summary and mark in the body of the proposal any specific proprietary information they are requesting to be protected. The Executive Summary must contain specific justification explaining why the information is to be protected. Proposals may be reviewed and evaluated by any person at the discretion of the State. All materials submitted become the property of the State of South Dakota and may be returned only at the State's option.

1.12 LENGTH OF CONTRACT

July 2008 -- August 30, 2009

1.13 GOVERNING LAW

Venue for any and all legal action regarding or arising out of the transaction covered herein shall be solely in the State of South Dakota. The laws of South Dakota shall govern this transaction.

1.14 DISCUSSIONS WITH VENDORS (ORAL PRESENTATION/NEGOTIATIONS)

An oral presentation via teleconference call by a vendor to clarify a proposal may be required at the sole discretion of the State. However, the State may award a contract based on the initial proposals received without discussion with the Vendor. If oral presentations are required, they will be scheduled after the submission of proposals. Oral presentations will be made at the vendor's expense.

This process is a Request for Proposal/Competitive Negotiation process. Each Proposal shall be evaluated, and each respondent shall be available for telephone negotiation meetings at the State's request. The State reserves the right to negotiate on any and/or all components of every proposal submitted. From the time the proposals are submitted until the formal award of a contract, each proposal is considered a working document and as such, will be kept confidential.

The negotiation discussions will also be held as confidential until such time as the award is completed.

2.0 STANDARD CONTRACT TERMS AND CONDITIONS

Any contract or agreement resulting from this RFP will include the State's standard terms and conditions as listed below, along with any additional terms and conditions as negotiated by the parties:

- 2.1 The Contractor will perform those services described in the Work Plan, which will be attached to the contract as Exhibit A and incorporated by reference. The Contractor's response to this RFP shall be considered part of the Work Plan.
- 2.2 The services to be provided under the contract shall commence and terminate on mutually agreed upon dates. Terms for early termination shall be included in the agreement as negotiated by the parties.
- 2.3 The terms of the agreement shall state whether or not the Contractor will use State equipment, supplies or facilities. If the Contractor will use State equipment, supplies or facilities, the scope and conditions of such use will be clearly indicated in the agreement.
- 2.4 Unless otherwise negotiated and agreed upon by the parties, The State will make payment in compliance with the Prompt Payment Act, SDCL 5-26 for services provided under the contract.
- 2.5 The agreement shall indicate whether or not the State shall have the option to renew the agreement. If a renewal option is specified, the State shall have the option to renew the agreement (unless otherwise modified by a special contract term, condition, or specification), under the same terms and conditions, for one (1) year intervals. Notice of intent to renew shall be given by the State to the Contractor as mutually agreed upon prior to the end of the current contract term. If the notice of intent to renew is given, the Agreement shall renew unless terminated by either party pursuant to the Termination Provision of the Agreement.
- 2.6 The Contractor agrees to indemnify and hold the State of South Dakota, its officers, agents and employees, harmless from and against any and all actions, suits, damages, liability or other proceedings that may arise as the result of performing services hereunder. This section does not require the Contractor to be responsible for or defend against claims or damages arising solely from errors or omissions of the State, its officers, agents and employees.
- 2.7 While performing services under agreement with the State, the Contractor is an independent contractor and not an officer, agent, or employee of the State of South Dakota.
- 2.8 **Termination Provision:** The Agreement may be terminated by either party by providing written notice as mutually agreed and specified in the Agreement. In the event the Contractor breaches any of the terms or conditions of the Agreement, the Agreement may be terminated by the State at any time with or without notice. If termination for such a default is effected by the State, any payments due to Contractor at the time of termination may be adjusted to cover any additional costs to the State because of Contractor's default. Upon termination the State may take over the work and may award another party an agreement to complete the work under the Agreement. If after the State termination for a default by Contractor it is determined that Contractor was not at fault, then the Contractor shall be paid for eligible services rendered and expenses incurred up to the date of termination.

- 2.9 The Agreement depends upon the continued availability of appropriated funds and expenditure authority from the Legislature for the intended purpose. If for any reason the Legislature fails to appropriate funds or grant expenditure authority, or funds become unavailable by operation of law or federal funds reductions, the Agreement will be terminated by the State. Termination for any of these reasons is not a default by the State nor does it give rise to a claim against the State.
- 2.10 The Agreement may not be assigned without the express prior written consent of the State. This Agreement may not be amended except in writing, which writing shall be expressly identified as a part thereof, and be signed by an authorized representative of each of the parties thereto.
- 2.11 The Agreement shall be governed by and construed in accordance with the laws of the State of South Dakota. Any lawsuit pertaining to or affecting the Agreement shall be venued in Circuit Court, Sixth Judicial Circuit, Hughes County, South Dakota.
- 2.12 The Contractor will comply with all federal, state and local laws, regulations, ordinances, guidelines, permits and requirements applicable to providing services pursuant to the Agreement, and will be solely responsible for obtaining current information on such requirements.
- 2.13 In the event that any court of competent jurisdiction shall hold any provision of the Agreement unenforceable or invalid, such holding shall not invalidate or render unenforceable any other provision thereof.
- 2.14 All other prior discussions, communications and representations concerning the subject matter of the Agreement are superseded by the terms of the Agreement, and except as specifically provided therein, the Agreement constitutes the entire agreement with respect to the subject matter thereof.
- 2.15 Any notice or other communication required under the Agreement shall be in writing and sent to the appropriate address and individuals indicated in the Agreement, or such authorized designees as either party may from time to time designate in writing. Notices or communications to or between the parties shall be deemed to have been delivered when mailed by first class mail, provided that notice of default or termination shall be sent by registered or certified mail, or, if personally delivered, when received by such party.
- 2.16 The Contractor may not use subcontractors to perform the services described in the Agreement without the express prior written consent of the State. The Contractor will include provisions in its subcontracts requiring its subcontractors to comply with the applicable provisions of the Agreement, to indemnify the State, and to provide insurance coverage for the benefit of the State in a manner consistent with the Agreement. The Contractor will cause its subcontractors, agents, and employees to comply, with applicable federal, state and local laws, regulations, ordinances, guidelines, permits and requirements and will adopt such review and inspection procedures as are necessary to assure such compliance.

3.0 SCOPE OF WORK

- 3.1 A two month cycle menu will be developed for grades PreK-12 that meets U.S. Department of Agriculture (USDA) requirements and Dietary Guidelines for Americans for traditional and enhanced menu patterns for all grade groupings for breakfast, lunch, and afternoon snack. Additionally, the menus should meet the requirements of the HealthierUS School Challenge from USDA. Existing cycle menus and recipes from USDA, the School Nutrition Association, the National Food Service Management Institute, Team Nutrition, and other sources may be utilized in the development process. The menus will be written to meet the HealthierUS School Challenge requirements for a gold school and will include lean meat and meat alternatives, fresh fruits and vegetables, and whole grain products. USDA has indicated that schools should increase the amount of fiber and decrease the amount of trans fat and sodium, so the cycle menu should also reflect this guidance.
- 3.2 At a minimum, 2 entrée choices should be on each day's lunch menu. Additionally, a large majority of schools in South Dakota have salad bars, so a menu should also be provided for each day that includes a salad bar prior to point of service to be used to meet the fruit and vegetable requirements of the HealthierUS School Challenge.
- 3.3 Each meal and snack should have standardized recipes associated with it and nutrient information listed from USDA approved recipe analysis software. Nutrient information should include total calories, total carbohydrates, fiber, total fat, saturated fat, trans fat, and sodium. Listing carbohydrates will have the additional benefit of helping diabetic students, their parents, and school nurses know how much insulin to give if the whole meal was eaten. Nutrient information should be provided for each meal as well as for each week.
- 3.4 School food service directors should be consulted for input on what foods are affordable, available, and able to be prepared in their kitchens as well as assistance with testing recipes for acceptance with students. Once completed, the cycle menus will be tested in schools for student acceptance and adapted as needed to meet student preferences while still meeting the Dietary Guidelines for Americans, HealthierUS School Challenge, nutrient standards, and menu patterns.
- 3.5 Many schools in South Dakota are small. The average daily participation for the entire state is 99,902 students. The minimum enrollment is 100 students, K-12. The largest district in South Dakota has an average daily participation of 14,000 students. The total number of sites in South Dakota is 671. Many districts have about 300 students K-12. This means that many schools have limited staff to help (one person may do everything), limited refrigerator space and limited equipment to prepare food items.
- 3.6 The goal of the project is to have the menus written in time to test them in January 2009 in schools and make adjustments and then test them again in schools in March 2009 with final revisions being completed by May 2009. The consultant will be paid upon satisfactory completion of the project. The state reserves the right to send the menus back to the consultant as many times as needed until the menus meet the requirements as stated in the RFP.

4.0 PROPOSAL REQUIREMENTS AND COMPANY QUALIFICATIONS

- 4.1 The vendor is cautioned that it is the vendor's sole responsibility to submit information related to the evaluation categories and that the State of South Dakota is under no obligation to solicit such information if it is not included with the proposal. The vendor's failure to submit such information may cause an adverse impact on the evaluation of the proposal.
- 4.2 **Vendor's Contacts:** Vendors and their agents (including subcontractors, employees, consultants, or anyone else acting on their behalf) must direct all of their questions or comments regarding the RFP, the evaluation, etc. to the buyer of record indicated on the first page of this RFP. Vendors and their agents may not contact any state employee other than the buyer of record regarding any of these matters during the solicitation and evaluation process. Inappropriate contacts are grounds for suspension and/or exclusion from specific procurements. Vendors and their agents who have questions regarding this matter should contact the buyer of record.
- 4.3 Provide the following information:
 - 4.3.1 Resume
 - 4.3.2 References
 - 4.3.3 Description of past work history and/or training specific to school menu development (if applicable)
 - 4.3.4 A brief, written description of specific prior services performed that were similar to the requirements of this RFP (if applicable). For each service performed in the last 3 years, list the name, address, and telephone number of client/contracting agency and a representative of that agency who may be contacted for verification of all information submitted.
 - 4.3.5 Examples of previously developed menus that meet the USDA requirements for school lunch (if applicable).
 - 4.3.6 Description of experience working with USDA approved nutrient analysis software such as Nutrikids.
 - 4.3.7 A complete narrative of the vendor's assessment of the work to be performed and the vendor's approach to meet the requirements of the RFP.
 - 4.3.8 A clear description of any options or alternatives proposed should also be included if appropriate.

5.0 PROPOSAL RESPONSE FORMAT

- 5.1 An original and 2 copies shall be submitted.
- 5.2 All proposals should be prepared in such a way as to provide a straightforward, concise delineation of the vendor's ability and commitment to satisfy the requirements of the RFP. All cost should be proposed in accordance with the format specified in section 7.0.

6.0 PROPOSAL EVALUATION AND AWARD PROCESS

- 6.1 After determining that a proposal satisfies the mandatory requirements stated in the Request for Proposal, the evaluator(s) shall use subjective judgment in conducting a comparative assessment of the proposal by considering each of the following criteria:
 - a. Cost

- b. Experience and Reliability
- c. Expertise of Personnel
- d. Method of Performance

- 6.2 Experience and reliability of the vendor and/or the vendor's organization are considered subjectively in the evaluation process. Therefore, the vendor is advised to submit any information which documents successful and reliable experience in past performances, especially those performances related to the requirements of this RFP.
- 6.3 The qualifications of the personnel proposed by the vendor to perform the requirements of this RFP, whether from the vendor's organization or from a proposed subcontractor, will be subjectively evaluated. Therefore, the vendor should submit detailed information related to the experience and qualifications, including education and training, of proposed personnel.
- 6.4 The State reserves the right to reject any or all proposals, waive technicalities, and make award(s) as deemed to be in the best interest of the State of South Dakota.

7.0 COST PROPOSAL

The cost proposal should include the amount of hours estimated for the various steps, components, and processes of the project, the hourly rate that will be charged, and amount that it is estimated it will cost for each step/process of the project. These costs are merely for evaluation purposes as the successful vendor application will be expected to complete the entire project satisfactorily for the total project cost and not individual component costs. Once the vendor is selected, the state reserves the right to negotiate with the vendor selected on the various components, steps, and processes of the project.

The RFP should include the total cost of the project from beginning to completion.

Some of the steps in the process may include:

- Review of available cycle menus and recipes
- Review of requirements of HealthierUS School Challenge
- Consultation with CANS and schools
- Writing cycle menus
- Analysis of menus for nutrient content
- Revision of menus if needed to meet USDA nutrient standards, HealthierUS School Challenge and Dietary Guidelines
- Menus sent to CANS for approval before testing in schools
- Changes made if requested from CANS to meet the requirements of the RFP
- Testing cycle menus in schools
- Reviewing evaluations
- Consulting with DOE/CANS
- Revising cycle menus
- Revised menus sent to DOE/CANS for approval before testing second time
- Testing cycle menus in schools
- Reviewing evaluations
- Consulting with DOE/CANS
- Revising cycle menus if needed